

EXHIBIT A

1 MESCH CLARK ROTHSCILD

2 259 North Meyer Avenue

3 Tucson, Arizona 85701

4 Phone: (520) 624-8886

5 Fax: (520) 798-1037

6 Email: bholtzman@mcrazlaw.com

7 ecfpima@mcrazlaw.com

8 By: Barney M. Holtzman, #016554
9 12464-1

10 *Attorneys for Plaintiff*

11 **ARIZONA SUPERIOR COURT**

12 **COCHISE COUNTY**

13 KATIE FAHAD, an individual,

14 Plaintiff,

15 vs.

16 CHIRICAHUA COMMUNITY HEALTH
CENTERS, INC., an Arizona corporation,

17 Defendant.

No. CV202400100

AMENDED COMPLAINT

(Jury Trial Requested)

(Assigned to Hon. John F. Kelliher, Jr.)

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19
20 For her complaint, Plaintiff Katie Fahad (“Fahad”) alleges as follows:

21 **PARTIES, JURISDICTION, AND VENUE**

22 1. Plaintiff Katie Fahad is a resident of Cochise County, Arizona and at all
23 relevant times had been the Director of Health Center Operations in the employment of
24 Defendant Chiricahua Community Health Centers, Inc. (“CCHCI”) in Arizona.

25 2. Defendant CCHCI is a non-profit corporation doing business in Cochise
26 County, Arizona.

1 16. On or around the evening of January 4, 2023, Melk requested over instant
2 message that Fahad perform a site visit of a clinic on January 5, 2023.

3 17. Fahad informed Melk that, due to her disability, she would not be able to
4 attend in person on that day, would be utilizing her work from home day, and would visit
5 the clinic on January 6, 2023.

6 18. Melk denied Fahad's reasonable accommodation request and terminated her
7 remote work agreement over instant message at or about 9:00 p.m. on January 4, 2023.

8 19. Melk did not suggest another reasonable accommodation, request additional
9 information about Fahad's disability or symptoms, or request information about her mental
10 impairment.

11 20. On or around January 5, 2023, Fahad provided Melk with medical
12 documentation from her doctor supporting the need for reasonable accommodation.

13 21. Melk demanded Fahad provide personal information about her specific
14 disability, which Fahad initially refused.

15 22. After the third demand from Melk, Fahad provided him the requested personal
16 information about her disability.

17 23. After Fahad provided the additional personal information about her disability
18 and again requested she be permitted to work remotely at least one day per week, Melk
19 stated again her remote work agreement was revoked.

20 24. Melk did not suggest another reasonable accommodation.

21 25. Other similarly situated non-disabled employees of CCHCI are permitted to
22 work remotely entirely and are not subject to any in-office requirements.

23 26. Other similarly situated non-disabled employees of CCHCI are permitted to
24 work remotely at least one-day a week.

25 27. Beginning on or about January 6, 2023, and continuing through February
26 2023, Fahad made numerous complaints to CCHCI's Human Resources Department,

1 including written requests for reasonable accommodation.

2 28. Fahad's initial request for accommodation included a letter from her doctor
3 suggesting either some remote work or a reduction in working hours.

4 29. CCHCI's HR Department directed Fahad to get a revised doctor note before
5 they would consider her accommodations request.

6 30. Fahad reached out to her provider, who sent a revised letter requesting a 32-
7 hour work week where two days per week would be remote.

8 31. CCHCI's HR Department denied Fahad's reasonable accommodation request
9 for remote work and failed to engage in an interactive process by refusing to discuss their
10 decision.

11 32. After Fahad's complaints, CCHCI changed Fahad's supervisor from Melk, the
12 CEO, to Jessica King ("King"), the Chief of Staff, and Fahad was told to refrain from
13 contacting Melk.

14 33. After Fahad's complaints, Melk and King excluded Fahad from meetings,
15 cancelled meetings with her, and undermined her in front of other employees.

16 34. Melk's and King's actions continually triggered the symptoms of Fahad's
17 disability.

18 35. Fahad complained to HR about her treatment by Melk and King.

19 36. CCHCI took no effective corrective action to address Fahad's concerns.

20 37. In or around February 2023, Fahad felt compelled to submit her resignation,
21 listing her last day of work as March 3, 2023.

22 38. CCHCI's HR changed Fahad's last day of work to February 23, 2023.

23 39. In March 2023, Fahad raised concerns to CCHCI's Board of Directors about
24 CCHCI's and Melk's misuse of grant money, improper payment of wages and benefits,
25 improper procurement practices, fiscal mismanagement, security risks, compliance lapses,
26 sex discrimination, and overall mismanagement.

COUNT I

Disability Discrimination

A.R.S. § 41-1461 *et seq.* and 42 U.S.C. §12101 *et seq.*

40. Plaintiff incorporates the allegations above.

41. Plaintiff has a disability under A.R.S. § 41-1461(5) and 42 U.S.C. §12102.

42. Defendant subjected Plaintiff to different terms and conditions of employment based on her disability.

43. Defendant failed to provide Plaintiff with reasonable accommodations based on her disability.

44. Defendant constructively discharged Plaintiff.

45. Defendant's stated reasons, if any, for failing to provide Plaintiff with reasonable accommodations for her disability are pretextual.

46. Defendant's discriminatory conduct was deliberate, willful, and performed with reckless disregard for Plaintiff's rights.

47. As a direct and proximate result of Defendant's discriminatory conduct, Plaintiff has suffered financial and emotional damages.

COUNT II

Hostile Work Environment

A.R.S. § 41-1461 *et seq.* and 42 U.S.C. §12101 *et seq.*

48. Plaintiff incorporates the allegations above.

49. Plaintiff has a disability under A.R.S. § 41-1461(5) and 42 U.S.C. §12102.

50. Defendant subjected Plaintiff to different terms and conditions of employment based on her disability.

- 1 B. Back pay and front pay in an amount to be proven at trial;
2 C. Punitive damages in an amount to be proven at trial;
3 D. Attorneys' fees and costs incurred in this lawsuit under A.R.S. §§ 12-341 & 41-
4 1472 and 42 U.S.C. § 2000e; and
5 E. Additional relief as the Court deems just.
6
7

8 DATED: November 22, 2024

MESCH CLARK ROTHSCHILD

9
10 By: /s/ Barney M. Holtzman
11 Barney M. Holtzman
12 Attorneys for Plaintiff
13

14 Original filed with AZ TurboCourt and
15 copies sent by e-mail on this 22nd day
16 of November, 2024, to:

17 Gordon Lewis
18 Stephanie Baldwin
19 Jones, Skelton & Hochuli P.L.C.
20 40 N. Central Avenue
21 Suite 2700
22 Phoenix, AZ 85004
23 glewis@jshfirm.com
24 sbaldwin@jshfirm.com
25 minuteentries@jshfirm.com
26 Attorneys for Defendant

By: /s/ Lollie Hannigan

EXHIBIT B

1 MESCH CLARK ROTHSCHILD

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3 Tucson, Arizona 85701

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7 Email: clujan@mcazlaw.com

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9 By: Barney M. Holtzman, #016554

10 Caitlin G. Lujan, #038210

11 12464-1/rno

12 *Attorneys for Plaintiff*

13 **ARIZONA SUPERIOR COURT**

14 **COCHISE COUNTY**

15 KATIE FAHAD, an individual,

No.

16 Plaintiff,

COMPLAINT

17 vs.

Jury Trial Requested

18 CHIRICAHUA COMMUNITY HEALTH
CENTERS, INC., an Arizona corporation,

Hon. _____

19 Defendant.

20 For her complaint, Plaintiff Katie Fahad ("Fahad") alleges as follows:

21 **PARTIES, JURISDICTION, AND VENUE**

22 1. Plaintiff Katie Fahad is a resident of Cochise County, Arizona and at all
23 relevant times had been the Director of Health Center Operations in the employment of
24 Defendant Chiricahua Community Health Centers, Inc. ("CCHCI") in Arizona.

25 2. Defendant CCHCI is a non-profit corporation doing business in Cochise
26 County, Arizona.

1 3. This Court has jurisdiction over this matter as all relevant events occurred in
2 Cochise County.

3 4. At all relevant times, Fahad was an “employee” of Defendant as defined by
4 A.R.S. § 41-1461.

5 5. At all relevant times, CCHCI was an employer of Fahad as defined by A.R.S.
6 § 41-1461.

7 6. Fahad is a qualified individual with a disability under A.R.S. § 41-1461.

8 7. Venue is proper in this Court under A.R.S. § 12-401.

9 8. This is a Tier 2 case under Rule 26.2(b), Ariz. R. Civ. P., and is not eligible
10 for assignment to compulsory arbitration.

11 9. Plaintiff has exhausted her administrative remedies and received a Right to
12 Sue Letter from the Arizona Civil Rights Division of the Attorney General’s Office.

13 **GENERAL ALLEGATIONS**

14 10. In or around February 2022, Fahad began her employment with CCHCI as the
15 Director of Health Center Operations.

16 11. Beginning in or around April 2022, Fahad was given a remote work
17 agreement by CCHCI.

18 12. The remote work agreement did not have an expiration date and permitted
19 Fahad to work from home once per week.

20 13. Fahad performed her work, at least satisfactorily, between April 2022 and
21 January 2023.

22 14. In January 2023, CCHCI’s CEO Jonathan Melk (“Melk”) was Fahad’s direct
23 supervisor.

24 15. Fahad took January 3 and 4, 2023 off from work. She informed CCHCI she
25 needed the time off because she was “unwell.”

26 16. On or around the evening of January 4, 2023, Melk requested over instant

1 message that Fahad perform a site visit of a clinic on January 5, 2023.

2 17. Fahad informed Melk that, due to her disability, she would not be able to
3 attend in person on that day, would be utilizing her work from home day, and would visit
4 the clinic on January 6, 2023.

5 18. Melk denied Fahad's reasonable accommodation request and terminated her
6 remote work agreement over instant message at or about 9:00 p.m. on January 4, 2023.

7 19. Melk did not suggest another reasonable accommodation, request additional
8 information about Fahad's disability or symptoms, or request information about her mental
9 impairment.

10 20. On or around January 5, 2023, Fahad provided Melk with medical
11 documentation from her doctor supporting the need for reasonable accommodation.

12 21. Melk demanded Fahad provide personal information about her specific
13 disability, which Fahad initially refused.

14 22. After the third demand from Melk, Fahad provided him the requested personal
15 information about her disability.

16 23. After Fahad provided the additional personal information about her disability
17 and again requested she be permitted to work remotely at least one day per week, Melk
18 stated again her remote work agreement was revoked.

19 24. Melk did not suggest another reasonable accommodation.

20 25. Other similarly situated non-disabled employees of CCHCI are permitted to
21 work remotely entirely and are not subject to any in-office requirements.

22 26. Other similarly situated non-disabled employees of CCHCI are permitted to
23 work remotely at least one-day a week.

24 27. Beginning on or about January 6, 2023, and continuing through February
25 2023, Fahad made numerous complaints to CCHCI's Human Resources Department,
26 including written requests for reasonable accommodation.

1 28. Fahad's initial request for accommodation included a letter from her doctor
2 suggesting either some remote work or a reduction in working hours.

3 29. CCHCI's HR Department directed Fahad to get a revised doctor note before
4 they would consider her accommodations request.

5 30. Fahad reached out to her provider, who sent a revised letter requesting a 32
6 hour work week where two days per week would be remote.

7 31. CCHCI's HR Department denied Fahad's reasonable accommodation request
8 for remote work and failed to engage in an interactive process by refusing to discuss their
9 decision.

10 32. After Fahad's complaints, CCHCI changed Fahad's supervisor from Melk, the
11 CEO, to Jessica King ("King"), the Chief of Staff, and Fahad was told to refrain from
12 contacting Melk.

13 33. After Fahad's complaints, Melk and King excluded Fahad from meetings,
14 cancelled meetings with her, and undermined her in front of other employees.

15 34. Melk's and King's actions continually triggered the symptoms of Fahad's
16 disability.

17 35. Fahad complained to HR about her treatment by Melk and King.

18 36. CCHCI took no effective corrective action to address Fahad's concerns.

19 37. In or around February 2023, Fahad felt compelled to submit her resignation,
20 listing her last day of work as March 3, 2023.

21 38. CCHCI's HR changed Fahad's last day of work to February 23, 2023.

22 39. In March 2023, Fahad raised concerns to CCHCI's Board of Directors about
23 CCHCI's and Melk's misuse of grant money, improper payment of wages and benefits,
24 improper procurement practices, fiscal mismanagement, security risks, compliance lapses,
25 sex discrimination, and overall mismanagement.

COUNT I

Disability Discrimination, A.R.S. § 41-1461 *et seq.*

40. Plaintiff incorporates the allegations above.

41. Plaintiff has a disability under A.R.S. § 41-1461(5).

42. Defendant subjected Plaintiff to different terms and conditions of employment based on her disability.

43. Defendant failed to provide Plaintiff with reasonable accommodations based on her disability.

44. Defendant constructively discharged Plaintiff.

45. Defendant's stated reasons, if any, for failing to provide Plaintiff with reasonable accommodations for her disability are pretextual.

46. Defendant's discriminatory conduct was deliberate, willful, and performed with reckless disregard for Plaintiff's rights.

47. As a direct and proximate result of Defendant's discriminatory conduct, Plaintiff has suffered financial and emotional damages.

COUNT II

Hostile Work Environment, A.R.S. § 41-1461 *et seq.*

48. Plaintiff incorporates the allegations above.

49. Plaintiff has a disability under A.R.S. § 41-1461(5).

50. Defendant subjected Plaintiff to different terms and conditions of employment based on her disability.

51. Defendant treatment and actions against Plaintiff constitute violations of the Arizona Civil Rights Act, A.R.S. § 41-1463, which prohibit workplace discrimination.

52. Defendant's discriminatory conduct was deliberate, willful, and performed with reckless disregard for Plaintiff's rights.

1 D. Attorneys' fees and costs incurred in this lawsuit under A.R.S. § 41-1472; and

2 E. Additional relief as the Court deems just.

3 DATED: February 15, 2024

MESCH CLARK ROTHCHILD

4
5 By: /s/Caitlin G. Lujan
6 Barney M. Holtzman
7 Caitlin G. Lujan
8 *Attorneys for Plaintiff*

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Person/Attorney Filing: Caitlin Lujan
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Phone Number: (520)624-8886
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[] Representing Self, Without an Attorney
(If Attorney) State Bar Number: 038210, Issuing State: AZ

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF COCHISE

Katie Fahad

Plaintiff(s),

Case No. S0200CV202400100

v.

Chiricahua Community Health

SUMMONS

Centers, Inc.

Defendant(s).

To: Chiricahua Community Health Centers, Inc.

WARNING: THIS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS. READ THIS SUMMONS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT AN ATTORNEY FOR LEGAL ADVICE.

1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers were served on you with this Summons.
2. If you do not want a judgment taken against you without your input, you must file an Answer in writing with the Court, and you must pay the required filing fee. To file your Answer, take or send the papers to Clerk of the Superior Court, PO Drawer CK, Bisbee, Arizona 85603 or electronically file your Answer through one of Arizona's approved electronic filing systems at <http://www.azcourts.gov/efilinginformation>.
Mail a copy of the Answer to the other party, the Plaintiff, at the address listed on the top of this Summons.
Note: If you do not file electronically you will not have electronic access to the documents in this case.
3. If this Summons and the other court papers were served on you within the State of Arizona, your Answer must be filed within TWENTY (20) CALENDAR DAYS from the date of service, not counting the day of service. If this Summons and the other court papers were served on you outside the State of Arizona, your Answer must be filed within THIRTY (30) CALENDAR DAYS from the date of service, not counting the day of service.

Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least 3 working days in advance of a scheduled court proceeding.

GIVEN under my hand and the Seal of the Superior Court of the State of Arizona in and for the County of COCHISE

SIGNED AND SEALED this date: *February 15, 2024*

Amy Hunley
Clerk of Superior Court

By: *LTUPER*
Deputy Clerk



Person/Attorney Filing: Caitlin Lujan
Mailing Address: 259 N. Meyer Ave.
City, State, Zip Code: Tucson, AZ 85701
Phone Number: (520)624-8886
E-Mail Address: clujan@mcrazlaw.com
[☐] Representing Self, Without an Attorney
(If Attorney) State Bar Number: 038210, Issuing State: AZ

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF COCHISE

Katie Fahad
Plaintiff(s),

Case No.

v.


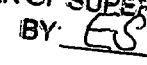
Chiricahua Community Health
Centers, Inc.
Defendant(s).

**CERTIFICATE OF
COMPULSORY ARBITRATION**

I certify that I am aware of the dollar limits and any other limitations set forth by the Local Rules of Practice for the Cochise County Superior Court, and I further certify that this case IS NOT subject to compulsory arbitration, as provided by Rules 72 through 77 of the Arizona Rules of Civil Procedure.

RESPECTFULLY SUBMITTED this

By: Caitlin Lujan /s/
Plaintiff/Attorney for Plaintiff

Attorney or Party without Attorney: Caitlin G. Lujan, Esq. MESCH CLARK ROTHSCHILD 259 N. Meyer Avenue Tucson, AZ 85701 TELEPHONE No.: (520) 624-8886 Attorney for: Plaintiff Katie Fahad				Ref No. or File No.: 12464-1	FILED  FEB 26 2024 AMY J. HUNLEY CLERK OF SUPERIOR COURT BY: 
Insert name of Court, and Judicial District and Branch Court: In COCHISE COUNTY SUPERIOR COURT in and for the County of COCHISE					
Petitioner: Katie Fahad, an individual Respondent: Chiricahua Community Health Centers, Inc., an Arizona corporation					
CERTIFICATE OF SERVICE	HEARING DATE:	TIME:	DEPT.:	CASE NUMBER: S0200CV202400100	

I declare under penalty of perjury under the laws of the State of Arizona that the foregoing is true and correct. At the time of service I was at least 21 years of age and authorized to serve process in this case.

I served copies of the SUMMONS; COMPLAINT; CERTIFICATE OF COMPULSORY ARBITRATION

a. Party served Chiricahua Community Health Centers, Inc., by service upon its Statutory Agent, Gary McPherran, CPA

b. Person Served Gary McPherran - Statutory Agent

Age: 56 - 60 Race: Caucasian Sex: Male Eyes: Blue Height: 5'7 - 6'0 Weight: 201-220 Lbs Hair: Gray/White

Address where served: 2710 E 7th St
Douglas, AZ 85607-3579

5. I served the party

a. I personally delivered the documents to the party or person authorized to receive service of process for the party (1) on: 2/20/2024 (2) at: 3:11 PM

Person who served papers:



Name: Daniel Ronnie
 County of Pima, PM-039
 177 N. Church Ave. Ste. 1015
 Tucson, AZ 85701
 (520) 624-9700
 www.NationwideLegal.com

The fee for service was: \$ 333.80



Date: February 20, 2024



(Daniel Ronnie)

TUC88420



1 Gordon Lewis, Bar #015162
Stephanie Baldwin
2 JONES, SKELTON & HOCHULI P.L.C.
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5 minuteentries@jshfirm.com

6 Attorneys for Defendant Chiricahua
Community Health Centers, Inc

7
8 **SUPERIOR COURT OF THE STATE OF ARIZONA**
9 **COUNTY OF COCHISE**

10 KATIE FAHAD, an individual ,

11 Plaintiff,

12 v.

13 CHIRICAHUA COMMUNITY HEALTH
CENTERS, INC., an Arizona corporation ,

14 Defendant.

NO. S0200 CV202400100

**DEFENDANT CHIRICAHUA
COMMUNITY HEALTH CENTERS'
ANSWER TO PLAINTIFF'S COMPLAINT**

(Assigned to the Honorable Terry Bannon)

16 Defendant Chiricahua Community Health Centers (CCHCI) for its Answer to
17 Plaintiff's Complaint, admits, denies and alleges as follows:

18 1. CCHCI denies each and every allegation not specifically admitted in this
19 Answer.

20 **PARTIES, JURISDICTION, AND VENUE**

21 2. Answering Paragraph 1 of Plaintiff's Complaint, CCHCI admits only that
22 Plaintiff was employed as the Director of Health Center Operations for CCHCI in Arizona.
23 CCHCI is without knowledge or information sufficient to form a belief as to the truth of the

1 remaining allegations in Paragraph 1 of Plaintiff's Complaint, and therefore denies same and
2 demands strict proof thereof.

3 3. CCHCI admits the allegations contained in Paragraphs 2, 3, 4 and 5 of
4 Plaintiff's Complaint.

5 4. CCHCI is without knowledge or information sufficient to form belief as to
6 the truth of the allegation contained in Paragraph 6 of Plaintiff's Complaint, and therefore denies
7 same and demands strict proof thereof.

8 5. Answering Paragraph 7 of Plaintiff's Complaint, CCHCI admits only that
9 venue is proper in this Court.

10 6. Answering Paragraph 8 of Plaintiff's Complaint, CCHCI admits only that the
11 matter is not eligible for assignment to compulsory arbitration.

12 7. CCHCI is without knowledge or information sufficient to form a belief as to
13 the truth of the allegation contained in Paragraph 9 of Plaintiff's Complaint, and therefore denies
14 same and demands strict proof thereof.

15 **GENERAL ALLEGATIONS**

16 8. CCHCI admits the allegations contained in Paragraphs 10 and 11 of
17 Plaintiff's Complaint.

18 9. CCHCI denies the allegations contained in Paragraphs 12 and 13 of
19 Plaintiff's Complaint.

20 10. Answering Paragraph 14 of Plaintiff's Complaint, CCHCI admits only that
21 Dr. Melk supervised Plaintiff the first eight (8) days of January, 2023.

22 11. Answering Paragraph 15 of Plaintiff's Complaint, CCHCI admits only that
23 Plaintiff took off from work on January 3 and January 4, 2023.

24 12. Answering Paragraphs 16, 17 and 18 of Plaintiff's Complaint, CCHCI denies
25 that Plaintiff disclosed a disability, and denies that Dr. Melk denied a reasonable accommodation

1 for Plaintiff's alleged disability. CCHCI admits that Dr. Melk asked Plaintiff to work on site at
2 the Benson clinic, CCHCI affirmatively asserts that a CCHCI Benson clinic employee was
3 critically injured in an automobile accident following work at CCHCI on December 30, 2022,
4 from which she subsequently died. Health center staff expressed varying degrees of shock and
5 grief. CCHCI leadership believed that members of the leadership team should be physically
6 present at the Benson clinic during this time to support Benson staff, including Plaintiff, who was
7 the supervisor of the Benson Clinic Administrator who had requested time off to grieve. Dr. Melk
8 asked Plaintiff if she would be physically present as an Administrator at the Benson Clinic on
9 January 5, 2023, because Plaintiff had indicated that she would be returning that day, and the
10 Benson Clinic would not have an Administrator on the premises. Plaintiff wrote Dr. Melk the
11 evening of January 4, 2023, stating that she would not go to the Benson Clinic and instead planned
12 to work from home. Dr. Melk disapproved Plaintiff's request to work remotely because of the
13 need for leadership personnel to be physically present in support of the Benson staff during this
14 difficult time. Plaintiff indicated that she would take PTO rather than work remotely, and Dr.
15 Melk approved Plaintiff's PTO request. At no time during this exchange did Plaintiff indicate that
16 she was disabled or that she was requesting the ability to work remotely as an accommodation for
17 a disability.

18 13. CCHCI denies the allegations contained in Paragraphs 19, 20, 21, 22, 23, 24,
19 25 and 26 of Plaintiff's Complaint.

20 14. Answering Paragraph 27 of Plaintiff's Complaint, CCHCI admits only that
21 Plaintiff raised issues with the CCHCI's Human Resources Department and made written request
22 for reasonable accommodation.

23 15. CCHCI admits the allegation contained in Paragraph 28 of Plaintiff's
24 Complaint
25

1 16. Answering Paragraph 29 of Plaintiff's Complaint, CCHCI admits only that
2 it asked Plaintiff to provide more specific information on her restrictions and request.

3 17. Answering Paragraph 30 of Plaintiff's Complaint, CCHCI admits only that
4 it received a letter from Plaintiff's healthcare provider suggesting a 32 hour workweek with 2 of
5 those days being remote for 6 weeks.

6 18. CCHCI denies the allegations contained in Paragraph 31 of Plaintiff's
7 Complaint.

8 19. In answering Paragraph 32 of Plaintiff's Complaint, CCHCI admits only that
9 Plaintiff's supervisor changed from Dr. Melk to Jessica King.

10 20. CCHCI denies the allegations contained in Paragraphs 33 and 34 of
11 Plaintiff's Complaint.

12 21. CCHCI admits the allegation contained in Paragraph 35 of Plaintiff's
13 Complaint.

14 22. CCHCI denies the allegation contained in Paragraph 36 of Plaintiff's
15 Complaint.

16 23. In answering Paragraph 37 of Plaintiff's Complaint, CCHCI admits only that
17 Plaintiff submitted a letter of resignation on February 17, 2023, where she resigned her position
18 effective March 3, 2023.

19 24. CCHCI denies the allegation contained in Paragraph 38 of Plaintiff's
20 Complaint.

21 25. CCHCI moves to strike the allegation contained in Paragraph 39 of Plaintiff's
22 Complaint as immaterial and unrelated to the matters as issued in the lawsuit. The allegations in
23 Paragraph 39 of Plaintiff's Complaint are included only for the purpose of inflammation and
24 embarrassment. CCHCI denies that it or Dr. Melk has engaged in misuse of grant money,
25

1 improper payments of wages and benefits, improper procurement practices, improper fiscal
2 management, security risk, compliance lapses, sex discrimination or overall mismanagement.

3 **COUNT I**
4 **Disability Discrimination, A.R.S. § 41-1461 et. seq.**

5 26. Answering Paragraph 40 of Plaintiff's Complaint, CCHCI incorporates its
6 answers to Paragraphs 1-39 of Plaintiff's Complaint as though fully set forth herein.

7 27. CCHCI is without knowledge or information sufficient to form a belief as to
8 the truth of the allegation contained in Paragraph 41 of Plaintiff's Complaint, and therefore denies
9 same and demands strict proof thereof.

10 28. CCHCI denies the allegations contained in Paragraphs 42, 43, 44, 45, 46 and
11 47 of Plaintiff's Complaint.

12 **COUNT II**
13 **Hostile Work Environment, A.R.S. § 41-1461 et seq.**

14 29. Answering Paragraph 48 of Plaintiff's Complaint, CCHCI incorporates its
15 answers to Paragraphs 1 through 47 of Plaintiff's Complaint as though fully set forth herein.

16 30. CCHCI is without knowledge or information sufficient to form a belief as to
17 the truth of the allegation contained in Paragraph 49 of Plaintiff's Complaint, and therefore denies
18 same and demands strict proof thereof.

19 31. CCHCI denies the allegations contained in Paragraphs 50, 51, 52 and 53 of
20 Plaintiff's Complaint.

21 **COUNT III**
22 **Constructive Discharge, A.R.S. § 23-1502**

23 32. In answering Paragraph 54 of Plaintiff's Complaint, CCHCI incorporates its
24 answers to Paragraphs 1 through 53 of Plaintiff's Complaint as though fully set forth herein.

25 33. CCHCI denies the allegations contained in Paragraphs 55, 56, 57, 58, 59
and 60 of Plaintiff's Complaint.

AFFIRMATIVE DEFENSES

1
2 1. As a first affirmation defense, CCHCI asserts that it maintains a policy
3 prohibiting discrimination and harassment in the workplace and Plaintiff failed to avail herself of
4 that policy in addressing her concerns.

5 2. As a further affirmative defense, and in the alternative, CCHCI asserts that it
6 possessed legitimate, non-discriminatory reasons for any alleged adverse actions it took against
7 Plaintiff.

8 3. As a further affirmative defense, and in the alternative, CCHCI asserts that
9 Plaintiff failed to inform CCHCI that she believed she was compelled to resign as a product of
10 unlawful discrimination as required to advance the claim of Constructive Discharge under A.R.S.
11 §23-1502.

12 4. As a further affirmative defense, and in the alternative, CCHCI asserts that
13 Plaintiff failed to mitigate her damages.

14 5. CCHCI reserves the right to assert additional 8(c) affirmative defenses as
15 such become known through discovery.

16 WHEREFORE, having fully answers Plaintiff's First Complaint, CCHCI prays that
17 Plaintiff's Complaint be dismissed, that Plaintiff take nothing thereby, and that CCHCI receive its
18 costs in defending the matter and its attorneys' fees in defense of the matter pursuant to A.R.S.
19 §12-341.01, 12-349 and 41-1472.
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25

1 DATED this 11th day of March, 2024.

2 JONES, SKELTON & HOCHULI P.L.C.

3
4 By /s/ Gordon Lewis

5 Gordon Lewis
6 Stephanie Baldwin
7 40 N. Central Avenue, Suite 2700
8 Phoenix, Arizona 85004
9 Attorneys for Defendant Chiricahua Community
10 Health Centers, Inc

11 ORIGINAL of the foregoing electronically filed
12 this 11th day of March, 2024.

13 COPY of the foregoing mailed/e-mailed
14 this 11th day of March, 2024, to:

15 Barney M. Holtzman #016554
16 Caitlin G. Lujan #038210
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19 Tucson, Arizona 85701
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23 Attorneys for Plaintiff Fahad

24 /s/ Megan Axlund
25

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COMMUNITY HEALTH CENTERS, INC

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16 Attorneys for Plaintiff Fahad

17
18 /s/ Megan Axlund

COCHISE COUNTY SUPERIOR COURT
OFFICE OF THE COURT ADMINISTRATOR

KATIE FAHAD, Vs. CHIRICAHUA COMMUNITY HEALTH CENTERS, INC., Plaintiff(s), Defendant(s).	ORDER: REASSIGNMENT OF JUDGE	CASE NO: CV202400100
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Pursuant to Administrative Order No. 2023-003, In Re: Regular and Special Assignments of Judges, the HONORABLE TERRY BANNON recuses itself from this case, AND a referral to the Court Administrator's office for reassignment,

This case is reassigned to **HONORABLE JOHN F. KELLIHER, JR., Division Two**, for all further proceedings.

Previous Divisions: VI (TB-Recusal)

DATED: 03/25/2024

xc: Barney M. Holtzman, Esq., bholtzman@mcrazlaw.com
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9 12464-1

10 *Attorneys for Plaintiff*

11 **ARIZONA SUPERIOR COURT**

12 **COCHISE COUNTY**

13 KATIE FAHAD, an individual,

14 Plaintiff,

15 vs.

16 CHIRICAHUA COMMUNITY HEALTH
CENTERS, INC., an Arizona corporation,

17 Defendant.

No. S0200CV202400100

**STIPULATION FOR FILING OF
AMENDED COMPLAINT**

(Assigned to Hon. John F. Kelliher, Jr.)

18
19 Pursuant to Rule 15(a)(2), Ariz. R. Civ. P., Plaintiff Katie Fahad and Defendant
20 Chiricahua Community Health Centers, Inc. stipulate to the filing of the attached Amended
21 Complaint.
22
23
24
25
26

1 DATED: November 22, 2024

MESCH CLARK ROTHSCHILD

2
3 By: /s/ Barney M. Holtzman

4 Barney M. Holtzman

Attorneys for Plaintiff

5 DATED: November 22, 2024

JONES, SKELTON & HOCHULI P.L.C.

6
7 By: /s/ Gordon Lewis (with permission)

8 Gordon Lewis

Stephanie Baldwin

Attorneys for Defendant

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10
11 Original filed with AZ TurboCourt and
12 copies sent by e-mail on this 22nd day
13 of November, 2024, to:

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23 By: /s/ Lollie Hannigan

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Attorneys for Plaintiff

ARIZONA SUPERIOR COURT

COCHISE COUNTY

KATIE FAHAD, an individual,

Plaintiff,

vs.

CHIRICAHUA COMMUNITY HEALTH
CENTERS, INC., an Arizona corporation,

Defendant.

No. S0200CV202400100

**(PROPOSED) ORDER GRANTING
STIPULATION TO FILE
AMENDED COMPLAINT**

(Assigned to Hon. John F. Kelliher, Jr.)

This Court having considered the Stipulation for Filing of Amended Complaint, and
for good cause shown,

IT IS HEREBY ORDERED granting the stipulation and ordering the clerk to file the
Amended Complaint.



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11 **ARIZONA SUPERIOR COURT**

12 **COCHISE COUNTY**

13 KATIE FAHAD, an individual,

14 Plaintiff,

15 vs.

16 CHIRICAHUA COMMUNITY HEALTH
CENTERS, INC., an Arizona corporation,

17 Defendant.

No. S0200CV202400100

18 **NOTICE OF FILING AMENDED
COMPLAINT NUNC PRO TUNC**

(Assigned to Hon. John F. Kelliher, Jr.)

19
20 Notice is given that Plaintiff files its Amended Complaint, *nunc pro tunc* as of
21 November 22, 2024, the date the Amended Complaint was submitted to the Court with the
22 written consent of all opposing parties who had appeared in the action. *See* Rule 15(a)(2),
23 Ariz. R. Civ. P.; Order Granting Stipulation to File Amended Complaint signed on December
24 2, 2024.

25
26 ///

1 RESPECTUFLY December 6, 2024

MESCH CLARK ROTHSCHILD

3 By: /s/ Barney M. Holtzman
4 Barney M. Holtzman
5 *Attorneys for Plaintiff*

6 Original filed with AZ TurboCourt and
7 copies sent by e-mail on this 6th day
8 of December, 2024 to:

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19 By: /s/ Lollie Hannigan
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10 *Attorneys for Plaintiff*

11 **ARIZONA SUPERIOR COURT**

12 **COCHISE COUNTY**

13 KATIE FAHAD, an individual,

14 Plaintiff,

15 vs.

16 CHIRICAHUA COMMUNITY HEALTH
CENTERS, INC., an Arizona corporation,

17 Defendant.

No. CV202400100

AMENDED COMPLAINT

(Jury Trial Requested)

(Assigned to Hon. John F. Kelliher, Jr.)

18
19
20 For her complaint, Plaintiff Katie Fahad (“Fahad”) alleges as follows:

21 **PARTIES, JURISDICTION, AND VENUE**

22 1. Plaintiff Katie Fahad is a resident of Cochise County, Arizona and at all
23 relevant times had been the Director of Health Center Operations in the employment of
24 Defendant Chiricahua Community Health Centers, Inc. (“CCHCI”) in Arizona.

25 2. Defendant CCHCI is a non-profit corporation doing business in Cochise
26 County, Arizona.

1 16. On or around the evening of January 4, 2023, Melk requested over instant
2 message that Fahad perform a site visit of a clinic on January 5, 2023.

3 17. Fahad informed Melk that, due to her disability, she would not be able to
4 attend in person on that day, would be utilizing her work from home day, and would visit
5 the clinic on January 6, 2023.

6 18. Melk denied Fahad's reasonable accommodation request and terminated her
7 remote work agreement over instant message at or about 9:00 p.m. on January 4, 2023.

8 19. Melk did not suggest another reasonable accommodation, request additional
9 information about Fahad's disability or symptoms, or request information about her mental
10 impairment.

11 20. On or around January 5, 2023, Fahad provided Melk with medical
12 documentation from her doctor supporting the need for reasonable accommodation.

13 21. Melk demanded Fahad provide personal information about her specific
14 disability, which Fahad initially refused.

15 22. After the third demand from Melk, Fahad provided him the requested personal
16 information about her disability.

17 23. After Fahad provided the additional personal information about her disability
18 and again requested she be permitted to work remotely at least one day per week, Melk
19 stated again her remote work agreement was revoked.

20 24. Melk did not suggest another reasonable accommodation.

21 25. Other similarly situated non-disabled employees of CCHCI are permitted to
22 work remotely entirely and are not subject to any in-office requirements.

23 26. Other similarly situated non-disabled employees of CCHCI are permitted to
24 work remotely at least one-day a week.

25 27. Beginning on or about January 6, 2023, and continuing through February
26 2023, Fahad made numerous complaints to CCHCI's Human Resources Department,

1 including written requests for reasonable accommodation.

2 28. Fahad's initial request for accommodation included a letter from her doctor
3 suggesting either some remote work or a reduction in working hours.

4 29. CCHCI's HR Department directed Fahad to get a revised doctor note before
5 they would consider her accommodations request.

6 30. Fahad reached out to her provider, who sent a revised letter requesting a 32-
7 hour work week where two days per week would be remote.

8 31. CCHCI's HR Department denied Fahad's reasonable accommodation request
9 for remote work and failed to engage in an interactive process by refusing to discuss their
10 decision.

11 32. After Fahad's complaints, CCHCI changed Fahad's supervisor from Melk, the
12 CEO, to Jessica King ("King"), the Chief of Staff, and Fahad was told to refrain from
13 contacting Melk.

14 33. After Fahad's complaints, Melk and King excluded Fahad from meetings,
15 cancelled meetings with her, and undermined her in front of other employees.

16 34. Melk's and King's actions continually triggered the symptoms of Fahad's
17 disability.

18 35. Fahad complained to HR about her treatment by Melk and King.

19 36. CCHCI took no effective corrective action to address Fahad's concerns.

20 37. In or around February 2023, Fahad felt compelled to submit her resignation,
21 listing her last day of work as March 3, 2023.

22 38. CCHCI's HR changed Fahad's last day of work to February 23, 2023.

23 39. In March 2023, Fahad raised concerns to CCHCI's Board of Directors about
24 CCHCI's and Melk's misuse of grant money, improper payment of wages and benefits,
25 improper procurement practices, fiscal mismanagement, security risks, compliance lapses,
26 sex discrimination, and overall mismanagement.

COUNT I

Disability Discrimination

A.R.S. § 41-1461 *et seq.* and 42 U.S.C. §12101 *et seq.*

40. Plaintiff incorporates the allegations above.

41. Plaintiff has a disability under A.R.S. § 41-1461(5) and 42 U.S.C. §12102.

42. Defendant subjected Plaintiff to different terms and conditions of employment based on her disability.

43. Defendant failed to provide Plaintiff with reasonable accommodations based on her disability.

44. Defendant constructively discharged Plaintiff.

45. Defendant's stated reasons, if any, for failing to provide Plaintiff with reasonable accommodations for her disability are pretextual.

46. Defendant's discriminatory conduct was deliberate, willful, and performed with reckless disregard for Plaintiff's rights.

47. As a direct and proximate result of Defendant's discriminatory conduct, Plaintiff has suffered financial and emotional damages.

COUNT II

Hostile Work Environment

A.R.S. § 41-1461 *et seq.* and 42 U.S.C. §12101 *et seq.*

48. Plaintiff incorporates the allegations above.

49. Plaintiff has a disability under A.R.S. § 41-1461(5) and 42 U.S.C. §12102.

50. Defendant subjected Plaintiff to different terms and conditions of employment based on her disability.

- 1 B. Back pay and front pay in an amount to be proven at trial;
2 C. Punitive damages in an amount to be proven at trial;
3 D. Attorneys' fees and costs incurred in this lawsuit under A.R.S. §§ 12-341 & 41-
4 1472 and 42 U.S.C. § 2000e; and
5 E. Additional relief as the Court deems just.
6
7

8 DATED: November 22, 2024

MESCH CLARK ROTHSCHILD

9
10 By: /s/ Barney M. Holtzman
11 Barney M. Holtzman
12 *Attorneys for Plaintiff*
13

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15 copies sent by e-mail on this 22nd day
16 of November, 2024, to:

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18 Stephanie Baldwin
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By: /s/ Lollie Hannigan

EXHIBIT C

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Stephanie Baldwin #036897
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7 Attorneys for Defendant Chiricahua
Community Health Centers, Inc

8 **SUPERIOR COURT OF THE STATE OF ARIZONA**
9 **COUNTY OF COCHISE**

10 KATIE FAHAD, an individual ,

11 Plaintiff,

12 v.

13 CHIRICAHUA COMMUNITY HEALTH
CENTERS, INC., an Arizona corporation ,

14 Defendant.
15

NO. S0200 CV202400100

**NOTICE OF FILING NOTICE OF
REMOVAL**

(Assigned to the Honorable John F. Kelliher,
Jr.)

16 Defendant Chiricahua Community Health Centers, INC., pursuant to 28 U.S.C. §
17 1331, 1441, and 1446 hereby notify this Court that a Notice of Removal of this action to the United
18 States District Court of Arizona was filed this same date. A copy of the Notice of Removal
19 (exclusive of exhibits) is attached as **Exhibit A**.
20
21
22
23

1 DATED this 13th day of December, 2024.

2 JONES, SKELTON & HOCHULI P.L.C.

3 By/s/ *Stephanie D. Baldwin*

4 Gordon Lewis
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9 Health Centers, Inc

10 ORIGINAL of the foregoing electronically filed
11 this 13th day of December, 2024.

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23 /s/ *Gail Hardin*